## Thompson and DeVeny Co., L.P.A. Attorneys at Law

Lester R. Thompson Dain N. DeVeny

Charles J. Roedersheimer (also admitted in West Virginia)

1340 Woodman Drive Dayton, Ohio 45432

Tel: (937) 252-2030 Fax: (937) 252-9425

May 1, 2007

## **CERTIFIED MAIL**

Ameriquest Mortgage Company Attn: Funding Department 1600 South Douglas Road Anaheim, California 92806

Office of Counsel Ameriquest Mortgage Company 1100 Town & Country Road, Suite 1200 Orange, CA 92868

RE:

Loan No. 0102176385 Ameriquest Mortgage Corporation Borrowers: Christopher Mullins and Lisa A. Mullins

Dear Counsel and Funding Department:

I am representing Christopher and Lisa Mullins regarding the loan transaction they entered into with Ameriquest Mortgage Company on December 16, 2004. I have been authorized by my clients to rescind this loan transaction and, as further noted by their signatures below, they exercise this rescission right pursuant to the Truth and Lending Act, 15 USC 1601 et. seq. and Regulation Z § 226.01 et. seq.

The Mullins are exercising their right to rescind this loan pursuant to the provisions set forth in the loan agreement as well as the referenced TILA provisions. The rescission right is based upon the disclosure statements in the loan failing to provide all the required material disclosures correctly and without confusion or misrepresentation. Those failures include but are not limited to the following:

- a. Misrepresentation and fraud at to the type of loan being provided to the borrowers by representing availability of a fixed rate loan as an inducement to accept a variable rate loan at time of closing when the borrowers objected to the Ameriquest's loan agent substituting a variable rate loan for the fixed loan they had specifically requested in their loan application.
- b. Failure to provide any Right to Cancel Notices as required by 15 U.S.C. § 1635 and 12 CFR § 226.23(b)(1)
- c. Failure to provide a clear and unambiguous Right to Cancel Notices due to the inclusion of Ameriquest's non-compliant One Week Right to Cancel Notice which also were not received and failure to set forth adequate notice of the cancellation dates for the mandatory Right to Cancel Notice required under 15 U.S.C. § 1635 and 12 CFR § 226.23(b)(1) since the Right to Cancel notices were not received and were not dated on the records of the title company for this loan transaction.

- d. Failure to provide the required variable rate loan explanations and other explanatory documents regarding variable rate loans at least 3 days prior to the loan closing date as required by Regulation Z,12 CFR, § 226.19(b).
- e. Collusion between Ameriquest agents and parties furnishing the appraisal for the loan resulting in misrepresentation and substantial overstatement of appraised value of mortgaged property which was relied upon by the borrowers in accepting the loan.

Fraud by the Ameriquest agent in exercising misrepresentations and false statements in threatening the borrowers to intimidate them into proceeding with a loan with terms they did not want.

There are other fraud, conspiracy and state common law claims related to this transaction that will be evaluated regarding for possible prosecution against other parties in this matter.

My clients and I have discussed the required tender obligation. They have established contacts for financing of the tender amount and are also prepared to discuss how they are able to meet the tender obligation. Please be advised that if you do not cancel the security interest and return all considerations paid by our client within the twenty (20) days of receipt of this letter as required by the provisions under 15 USC § 1601 et seq., you will further be responsible for actual and statutory damages pursuant to the specific provisions 15 USC 1640(a) for failure to comply with rescission provision of 15 U.S.C. §1635.

I am further requesting that you provide a copy of the client's payment history for the referenced loan and any other documents which show loan disbursements, loan charges, payments made, other expenses or administrative costs paid and the current principal balance due on the loan. An outline of what is requested for the payment history is attached.

Thank you for your prompt attention to this matter.

Sincerely yours  Charles I Rondowshairson
Charles J. Roedersheimer

CJR:kjm

Enclosure:

Specific Request

CONCURENCE OF CHRISTOPHER AND LISA A. MULLINS TO CANCELLATION:

Christopher and Lisa A. Mullins concur in the rescission action being taken and authorize the release of their payment history to Charles J. Roedersheimer, Esquire.

Christopher Mullins

Date: 4-25-07

L*i*sa A. Mullins

ATTACHMENT - SPECIFIC REQUEST RELATED TO THE PAYMENT HISTORY - A WRITTEN QUALIFIED REQUEST

This request is made pursuant to the Real Estate Settlement Procedures Act, 12 USC §2605(e)

- Dates of payment by the borrowers or servicer, including receipt and recorded date for loan payments.
- Listed purpose of any payment principal, interest, escrow, late fee, inspection charge, borrower or forced place insurance, property tax, administrative fees, etc., any foreclosure cost including attorney fees, court costs, or other related legal costs.
- A breakdown of the current monthly escrow charges, if any, showing how calculated, and the reasons for any increases during the life of the loan.
- Identification of the master servicer and current loan holder of the instrument (name, address, telephone number) if other than Ameriquest Mortgage as authorized by 15 U.S.C. §1641(f)(2).

## Thompson and DeVeny Co., L.P.A. Attorneys at Law

Lester R. Thompson Dain N. DeVeny

Charles J. Roedersheimer (also admitted in West Virginia)

1340 Woodman Drive

Dayton, Ohio 45432 Tel:

(937) 252-2030 Fax: (937) 252-9425

May 1, 2007

## **CERTIFIED MAIL**

Ameriquest Mortgage Company Attn: Funding Department 1600 South Douglas Road Anaheim, California 92806

Office of Counsel Ameriquest Mortgage Company 1100 Town & Country Road, Suite 1200 Orange, CA 92868

RE:

Loan No. 0102176385 Ameriquest Mortgage Corporation

Borrowers:

Christopher Mullins and Lisa A. Mullins

Dear Counsel and Funding Department:

I am representing Christopher and Lisa Mullins regarding the loan transaction they entered into with Ameriquest Mortgage Company on December 16, 2004. I have been authorized by my clients to rescind this loan transaction and, as further noted by their signatures below, they exercise this rescission right pursuant to the Truth and Lending Act, 15 USC 1601 et. seq. and Regulation Z § 226.01 et. seq.

The Mullins are exercising their right to rescind this loan pursuant to the provisions set forth in the loan agreement as well as the referenced TILA provisions. The rescission right is based upon the disclosure statements in the loan failing to provide all the required material disclosures correctly and without confusion or misrepresentation. Those failures include but are

4781	GERIFIE Comesile waite	Service <sub>m</sub> D MAIL <sub>m</sub> RE Daly: No Insurance:	Coverage Provided)
T) U	# #FFFE; \$5000 35000	ntion visit ou) website	The state of the s
	Application of the second		
-7	Postage	\$	
UU 5	Certified Fee		
בׂ	Return Receipt Fee (Encorsement Required)		Postmark Here
	Restricted Delivery Fee (Endersement Required)		
7	Total Postage & Fees	\$ 4.64	
J [	Sept		
]	Amerije	wal grown	mo

ud at to the type of loan being provided to the borrowers te loan as an inducement to accept a variable rate loan at bjected to the Ameriquest's loan agent substituting a had specifically requested in their loan application. ight to Cancel Notices as required by 15 U.S.C. § 1635

r and unambiguous Right to Cancel Notices due to the it One Week Right to Cancel Notice which also were not notice of the cancellation dates for the mandatory Right .C. § 1635 and 12 CFR § 226.23(b)(1) since the Right to ere not dated on the records of the title company for this